

REPOSTING OF THE  
REQUEST FOR PROPOSAL

BY THE

STATE OF WISCONSIN / DEPARTMENT OF ADMINISTRATION

FOR THE LEASING OF AN OFFICE FACILITY

TO BE OCCUPIED BY THE  
DEPARTMENT OF TRANSPORTATION (DOT)  
DIVISION OF MOTOR VEHICLES (DMV)

IN THE CITY OF MILWAUKEE

TARGETED LEASE BEGIN DATE/RENT COMMENCEMENT DATE: June 1, 2015

for information regarding this proposal, contact:

Bill Peterson  
Leasing Section Chief, Bureau of Real Estate Management at  
(608) 266-8183  
or  
Bill.Peterson@wisconsin.gov

File 395-169

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## I. GENERAL INFORMATION

### INTRODUCTION AND BACKGROUND

The State of Wisconsin is seeking to lease office facilities of approximately 10,068 feet, for the Department of Transportation (DOT) - Division Motor Vehicles (DMV)) located in the City of Milwaukee, State of Wisconsin.

**NOTE:** A Request for Proposal (RFP) has also been posted for the Department of Workforce Development (DWD) – Division of Unemployment Insurance (UI). Proposers may submit Proposal for either or both of these RFPs. In the event that they are co-located in a single building, the DOT and DWD Premises are to be completely separate. Additionally, unless there are common facilities within the building, i.e. public restrooms, conference rooms, break room/cafeteria, there should be no sharing of space between the two Departments, and all Leased Premises are to be completely demised and separate from one another.

### PROPOSER'S CONFERENCE

There will be no proposer's conference for this reposted RFP. If you have questions or need clarifications of the specifications in the RFP please contact Bill Peterson by email at [bill.peterson@wisconsin.gov](mailto:bill.peterson@wisconsin.gov).

### CONTRACTING AGENCY

The State of Wisconsin, Department of Administration (DOA), Division of Facilities Management (DFM) is the authorized agent of the Governor in the procurement of buildings and real estate for state government occupants. The DOA will be the Lessee of record and will authorize the final selection made for this space. All negotiations relative to this lease may only be conducted with the Department of Administration.

### CLARIFICATION OF SPECIFICATIONS

All requests for additional background or technical information will be directed to the Leasing Section Chief, Bureau of Real Estate Management:

Bill Peterson  
Phone (608)266-8183 Fax (608) 267-0200  
E-mail: [bill.peterson@wisconsin.gov](mailto:bill.peterson@wisconsin.gov)

### GENERAL CONDITIONS

The release of this Request for Proposal does not constitute an acceptance of any offer, nor does such release in any way obligate DOA, DOT, or DMV, to execute a contract with any proposer. DOA, DOT, or DMV reserve the right to accept or reject any or all proposals.

Before preparing proposals, proposers should note: The State of Wisconsin, DOA, DOT or DMV, will not be liable for any costs associated with the preparation of a proposal or negotiation of a contract incurred by the bidders. All proposals, in their entirety, will become the property of DOA, upon submission.

### RESPONSE SUBMISSION

Proposers are required to utilize the attached "Proposers Response Sheet". This is considered a basic

requirement for submittal. The proposal package including one original and six (6) copies of each proposal must be delivered to:

Bill Peterson  
State of Wisconsin/Department of Administration  
Division of Facilities Management  
101 E. Wilson Street, 7<sup>th</sup> Floor  
P.O. Box 7866  
Madison, WI 53707-7866

All responses must be received by the Department of Administration no later than August 13, 2014.

Proposers must allow sufficient time for mail delivery of their proposals by the date specified.

## II. SUBMITTAL REQUIREMENTS AND AWARD PROCESS

Following is a TENTATIVE schedule of events regarding this RFP:

RFP Posting	<u>July 16, 2014</u>
Proposals Due by 4:30 PM	<u>August 13, 2014</u>
Selection and Lease Negotiations	<u>September 10, 2014</u>
Building Commission	<u>November, 2014</u>
Lease Executed	<u>December 1, 2014</u>
Tenant Occupancy	<u>May 1, 2015</u>
Rent Commencement	<u>June 1, 2015</u>

This is not a fixed bid proposal and all items are subject to further negotiations by either party.

All proposals submitted in response to this request for proposal will be evaluated by DOA, DOT, and DMV, who will make the final decision on the selection of the facility. The selection will be based on criteria, which best meets the needs of DOT and DMV, and may not necessarily be the lowest cost proposal.

### Submittal Requirements

It is mandatory that all proposers utilize the attached Proposers Response Sheets and include the specific information, plans/drawings, specifications, and schedules required for your response, and shall include one original and six (6) copies of the following:

- A. Information on the Development Team including resumes, development experience for each team member and reference for the Company.
- B. Site plan, indicating parking, including ingress/egress, lighting, sidewalk, trash area and existing and proposed landscaping.
- C. Site plan or photograph; identify location and direction of any future building and/or parking additions that might be available.
- D. A rendition, sketch, and/or photo illustrating the exterior views of the building.
- E. Show and/or note the distance to closest bus stop and frequency of bus service.

- F. 1/8" scale floor plan with proposed layout. All building construction and tenant improvement costs are the responsibility of the Proposer. (This will be a floor plan without furniture.)
- G. Preliminary space design (layout) with dimensions. (This will be a floor plan with furniture.)
- H. A construction schedule and timeline for tenant improvements (TI's) from a fully executed lease.
- I. A list of the areas and/or systems where your proposal exceeds the minimum requirements or does not meet the minimum requirements.
- J. Fully complete the "Proposer's Response Sheet" and supply documentation if available, supporting each of the cost elements other than the base building rate.
- K. The Proposer shall comply with prevailing wage requirements of Section 103.49 of the Wisconsin Statutes if the cost of construction is greater than \$100,000 and more than one trade is required to complete the entire project. If a single-trade project, the cost of construction must be \$48,000 or more. For additional information regarding how to apply for determination of Prevailing Wage, see [www.dwd.state.wi.us](http://www.dwd.state.wi.us).

After initial evaluation of the proposals, the Departments' may elect to have presentations from the Proposer(s) and additional information may be required, including revised drawings.

Evaluation and selection of proposals, as well as subsequent negotiations, will be based on the information submitted in the proposals, references and on-site visits.

### III. PROGRAM REQUIREMENTS AND EVALUATION CRITERIA

The Proposal document must meet at a minimum, the standards and requirements listed herein, including the language of the attached State of Wisconsin standard lease document (to be modified by the specific terms and conditions pertinent to this RFP). The Proposer should address and show how the Proposal meets or exceeds each of the following characteristics which are critical in the evaluation and award process.

#### A Lease Terms and Conditions

- 1) In the event that Proposals are submitted for both RFPs, separate leases will be required. Each Department will be the Tenant of record for its own Premises.
- 2) Lease Rate: The lease rate shall be quoted as a gross rate for the amount of rentable square footage based upon a 5-year lease period with two, 5-year renewal options. The proposed gross rental rate should include base building rate, construction build out rate, system furniture purchase and installation rate, if requested, and rates for building maintenance, common area maintenance (CAM), insurance, utilities, snow plowing, landscaping, real estate taxes and Premise janitorial. \*See Exhibit B for systems furniture typical layouts.
- 3) Access Prior to Occupancy: If Tenant is responsible for cabling data and phone lines, Tenant and/or Tenant's vendors shall have access to Premises during the period Lessor is constructing improvements. Exact timing to be determined by Lessor and Lessee after Lessor's construction schedule is finalized. Tenant and/or Tenant's vendors shall not interfere with Lessor's contractor or cause an unreasonable delay to the Lessor's construction schedule.
- 4) Occupancy Date: Provide timeline for completion of build out and occupancy certificate. Indicate your certainty of meeting occupancy date. Occupancy shall be no later than May 1, 2015 in order to allow Tenant to move in and set up the Premises for operations prior to Lease Term Begin Date/Rent Commencement Date.

## B. Locational Attributes and Site Information

- 1) The site location must be within the WisDOT Northeast Milwaukee DMV service area that is within the state of Wisconsin, City of Milwaukee. Generally, this area is bounded by Silver Spring Drive on the north, Burleigh Street on the south, 68<sup>th</sup> Street on the west, and Interstate 43 on the east. See attached map defining the boundaries in Exhibit A. WisDOT is open to facility locations that are on either side of a boundary street.
- 2) Location must be on a bus line, with at least one bus stop within the immediate proximity of the location, with an accessible sidewalk route to the building.
- 3) The site should have access to major roads, easily located with minimal turns, and readily visible.
- 4) Convenient access to Class D (passenger vehicle) skill test routes including residential neighborhoods, multi-lane street (speeds up to 35 mph preferred), traffic light controlled intersections, and sufficient traffic volume to create a challenging test environment while conducting a 3 to 5 mile road test (12 to 14 minutes of behind the wheel observation.)
- 5) Municipal water, sewer, police, and fire service
- 6) Telephone, electric and natural gas utility service
- 7) Adequate customer parking including handicap parking
- 8) The Zoning will be compatible with this use
- 9) Proposer must obtain all necessary governmental approvals

## C. Facility Details and Layout

The building will be evaluated on: Quality and Flexibility of the building including the overall building design and aesthetics of the space and site; Safety and Accessibility of clients, family members, and staff; Connectivity, Parking and Building Sustainability.

### 1) Quality and Flexibility of Building and Design

- a. The space should have a rentable office area of approximately 10,200 square feet. The rentable square footage includes estimated circulation and building common space. The actual square footage leased may be less because of building efficiencies and shared areas.
- b. Proposals will be accepted for single or multi-tenant buildings. In multi-tenant buildings Proposers should design the layout with a separate entrance for Division of Motor Vehicles. The office suite must have an identifiable separate entrance(s) either from the building interior if multi-tenant or exterior if sole tenant.
- c. The DMV Customer Service Center will be located on the ground floor with direct access to the customer parking area. BFS offices to be located directly adjacent to DMV but may be on a different level. The BFS offices require separate access to the public parking area.
- d. Natural daylight will be provided to the extent possible to the occupied areas of the building. Views to the exterior are desired at the Customer Service Lobby for security reasons.

- e. The proposal will be judged on the adequacy of the design to address program requirements as set forth below in Summarized Room Requirement. The majority of the evaluation in this section will be based on these requirements.
- f. The successful Proposer will provide all design service required for permits and as required by the Lessee as the project proceeds. It is likely that multiple re-drawings of the design will be necessary to refine it to the needs of the Division of Motor Vehicles.
- g. The Premises must be completely ADA accessible to staff and customers.
- h. Provide a secure customer entry vestibule that can accommodate seating for 2-4 people for pre and post-office hours driver testing.
- i. Interior climate control should be zoned to respond automatically to constantly changing volumes of customer traffic.
- j. The building will contain a mix of enclosed and open offices, customer waiting/service counter area, conference rooms, report room, general storage room, a secure lockable daily cash handling room, data/telecommunication room, staff break room, public restrooms, and staff restrooms as outlined in the Space Requirements Section IV.
- k. The Premises requires separate public and employee entrances.

## 2) Safety and Accessibility Requirements

- a. There must be adequate building security and exterior security lighting to allow for safe occupancy by staff and visitors during standard and non-standard hours, Monday through Friday and weekends. Provide adequate security lighting for on-premise parking areas.
- b. All areas of the Premises, the applicable common areas, entrances, exits and parking lots serving the Premises shall meet all requirements of handicapped accessibility, health, and safety standards in compliance with and in accordance with Wisconsin Administrative Code, Chapters SPS 332, 351 through 365 and Americans with Disabilities Act guidelines (ADAAG). The ADAAG guidelines will take precedence over state building codes Chapter 52.04, except when such state codes shall be equal to or exceed specifications in ADAAG.

## 3) Connectivity

The office must be wired minimally with Cat6 wiring for computer networking connections. The Lessor is responsible to work with the tenants' local telephone service provider to ensure proper entrance cable (fiber if needed) can be brought into the building. This may include building penetrations, access points, and cable pathways, to bring service into the designated main communications room in the building. Please see Schedule II, Construction Requirements attached for more detailed scope of work. Lessor will be responsible for all communication conduit, paths, and raceway for cabling.

## 4) Parking

- a. Requires availability of parking for 130 public parking spaces, convenient to the customer entrance. Included in this total are the required accessible spaces, as well as 4 motorcycle spaces on a concrete pad, and 8 reserved road test spaces.
- b. Provide an additional 25 employee parking spaces to be located proximate to the employee

entrance and separate from the public parking. Employee parking may be used for overnight parking of eight state fleet vehicles. Where fleet vehicles are parked should be lit at night for safety.

c. Signage for handicapped designated parking stalls, employee parking, motor cycle parking and road test parking are to be provided and installed by proposer.

#### 5) Design Services

a. A preliminary space design (layout), with dimensions is to be provided as part of your response proposal.

b. The successful proposer will provide architectural and/or the space design services required as the project is implemented.

c. As a part of the requirements for design services, the Lessee will provide preliminary schematics, plans and documents based on the building plan provided by the proposer.

d. The Proposer will provide to the Lessee, copies of the final contract documents, including construction specifications and State-approved plans. Project will not proceed until final construction documents are provided to and approved by Lessee.

e. The proposer will provide the final space plan in AutoCAD format to Lessee.

f. Tenant representatives will collaborate with the selected proposer to finalize drawings and specifications.

g. The successful Proposer will provide all design services required for permits and as required by the Lessee as the project is implemented. It is likely that multiple re-drawings of the space design will be necessary to refine it to the needs of the Division of Motor Vehicles.

#### 6) Building Sustainability

Additional consideration will be given to those respondents that incorporate sustainable construction and development practices including sustainable site development, water savings, energy efficiency, materials selection and indoor environmental quality. The State of Wisconsin sustainability guidelines are located at:

<http://www.doa.state.wi.us/Default.aspx?Page=c8781af1-a861-4196-89c7-4a56c7bce306>



#### IV. STATE BUILDING COMMISSION APPROVAL

The State of Wisconsin Building Commission has statutory authority to approve lease transactions on behalf of the State. Firms responding to this RFP should be aware of and take into consideration the following State Building Commission policies:

1. State of Wisconsin Building Commission policies require compatibility with local, jurisdictional governments in their long-range planning, economic development and zoning efforts. Failure to consider local zoning and municipal planning efforts and address and reflect them in your proposal may lead to disqualification.
2. The State of Wisconsin Building Commission, in the effort to support local government planning, zoning and economic development, will consider recommendations from local officials as to the placement and use of State offices. Proposers should be aware that local official and community input may be sought by the Building Commission and can be a factor in the approval process.

The local and/or county officials support may impact the approval of any project and their support does not guarantee approval of the State of Wisconsin Building Commission.

## V. GENERAL ROOM REQUIREMENTS - DMV

The general specifications for each area are listed below, to assist your designer in the space design process.

### List of Areas and Suggested Sizes

Room	Number Needed	Suggested Size	Sq. Ft Total
1. Customer Service Lobby	1 ea.	4,000 sq. ft.	4,000
2. Main Entrance Vestibule	1 ea.	150 sq. ft.	150
3. After Hours Exit Vestibule	1 ea.	50 sq. ft.	50
4. Emp. Entrance Vestibule	1 ea.	50 sq. ft.	50
5. Team Leader Office	1 ea.	110 sq. ft.	110
6. Supervisor Office	1 ea.	120 sq. ft.	120
7. Report Room	1 ea.	120 sq. ft.	120
8. Conference Room	1 ea.	400 sq. ft.	400
9. Break Room	1 ea.	600 sq. ft.	600
11. Storage Room	1 ea.	250 sq. ft.	250
12. Public Restrooms	1 ea.	250 sq. ft.	500
13. Public Unisex Restroom	2 ea.	75 sq. ft.	75
14. Employee Restroom	1 ea.	100 sq. ft.	200
15. Wiring Closet	1 ea.	100 sq. ft.	100
16. Janitor Closet	1 ea.	75 sq. ft.	75
17. Mechanical room	1 ea.	500 sq. ft.	500
18. Subtotal			<u>7,300</u>
19. Circulation/Misc (15%)			<u>1,095</u>
<b>Total Space</b>			<b>8,395</b>

## V. GENERAL ROOM REQUIREMENTS -BFS

### BUREAU OF FIELD SERVICES (BFS)

The general specifications for each area are listed below, to assist your designer in the space design process. A separate entrance is desirable, but these office can share ancillary spaces with the DMV, such as restrooms, employee entrance and break area.

#### List of Areas and Suggested Sizes

Room	Number Needed	Suggested Size	Sq. Ft Total
1. Private Office	2 ea.	120 sq. ft.	240
2. Secure Money Room	1 ea.	120 sq. ft.	120
3. General Office Space	1 ea.	500 sq. ft.	500
4. Conference Room	1 ea.	300 sq. ft.	300
5. Storage/Copy Room	1 ea.	120 sq. ft.	120
6. Wiring Closet	1 ea.	100 sq. ft.	100
7. Janitor Closet	1 ea.	75 sq. ft.	<u>75</u>
Subtotal			<u>1,455</u>
Circulation/Misc (15%)			<u>218</u>
Total			<b>1,673</b>
GRAND TOTAL DMV & BFS			<b>10,068</b>

## VI. SUMMARIZED ROOM REQUIREMENTS

Following is a list by room, highlighting the specialized and/or unique features, fixtures or construction required, and is not necessarily all-inclusive. Please see Section VIII, Schedule II CONSTRUCTION REQUIREMENTS for more details and specifications.

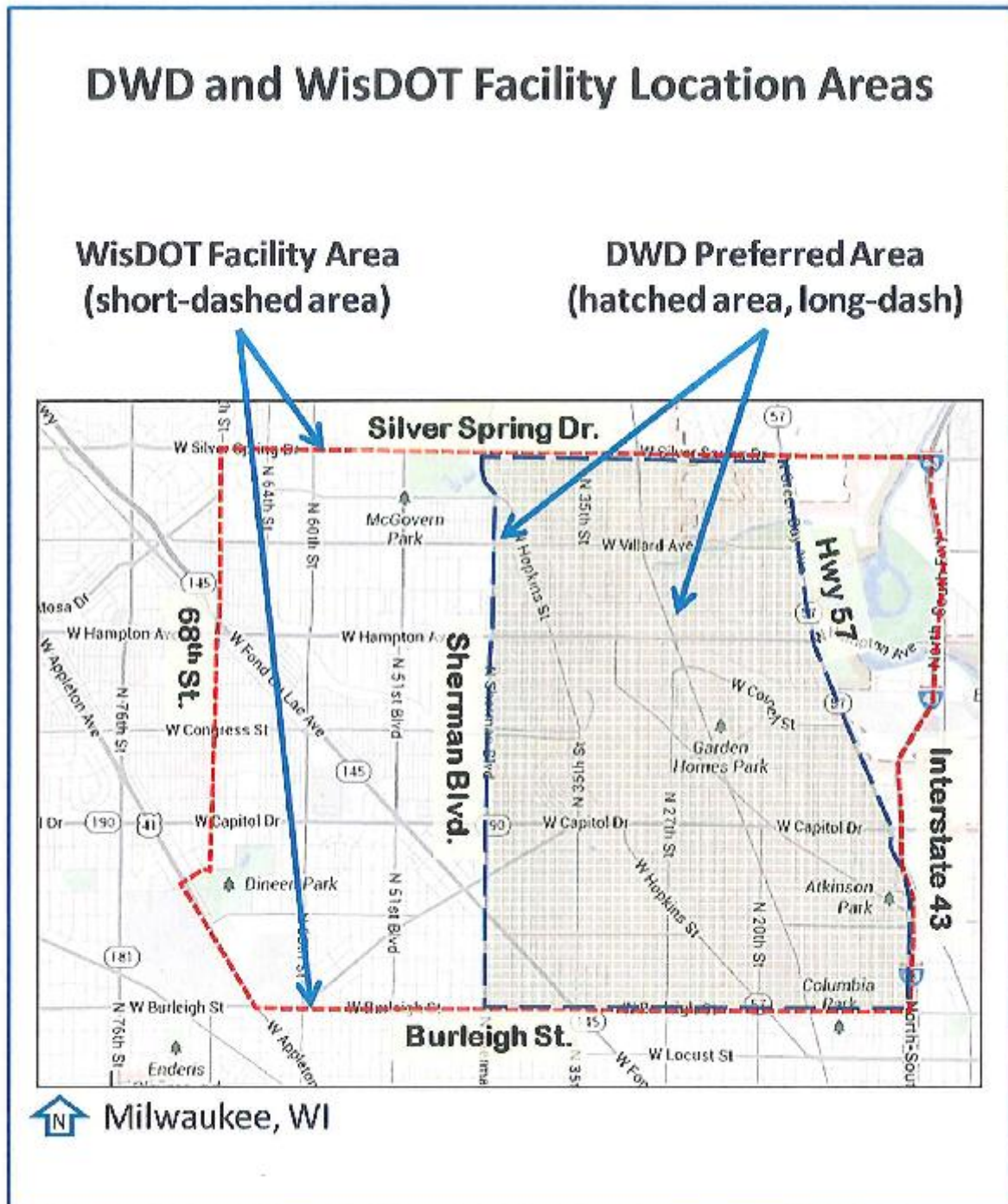
- A. Customer Service Lobby: The customer service lobby should be proportioned to accommodate adequate customer waiting and circulation, 10 customer service workstations in a row (about 70'-0" across) and an information desk, testing station and photo area directly adjacent to the customer service area (25' x 25'). Provide a custom built countertop and base cabinets along wall behind the customer service stations. There should be a minimum of five feet clearance behind the service station for staff flow. Customer Service desks, Information desk, Photo, Testing stations and equipment on back counter requires sufficient power and data service. Provide power and data rough-in as directed by agency.
- B. Main Entrance Vestibule: The entrance vestibule will be large enough to accommodate two pair of 36" x 84" doors in series, a small bench and a cabinet unit heater. The Clearances will comply with ADA requirements and both pairs of doors will be lockable with rim exit devices. One door in each pair will have a power door operation activated by a push pad.
- C. After Hours Exit Vestibule: This exit will be located as far from the Main Entrance as possible, but still remain within the customer lobby and in a reasonable distance to public parking. It will be a solid door with no exterior hardware, and will have a latch guard.
- D. Employee Entrance Vestibule: This vestibule will be located near the employee parking and be located behind the customer service line from the interior. It will accommodate two 36" x 84" doors in series and comply with all ADA and IBC space requirements. The door will have a small vision panel and a mechanical cipher lockset or electronic card reader access and latch guard.
- E. Team Leader & Supervisor Offices: Provide (2) 10' x 12' offices. The office for the Team Leader should have an interior window with mirrored tint, that allows one-way visual contact to the customer service counter. Both offices will be proportioned to accommodate either a "U" or "L" shaped desk configuration and two guest chairs.
- F. Report Room: This secure room will be located behind the customer service area. The door to this room shall have a mechanical cipher lockset or electronic card reader access.
- G. Conference Room: The conference room should be located near the Supervisor's office, and the customer service area. The conference room should have an entrance from the customer service area.
- H. Break Room: This room will be located behind the customer service counter. It shall have countertop and base cabinets with a minimum length of 8' long, upper and lower cabinets, double basin sink with garbage disposal, and sufficient electrical outlets for owner provided appliances and up to 2 vending machines. Cabinets and countertops to meet ADA requirements. Provide a coat closet for DMV uniforms and outerwear needed for road testing.
- I. Storage Room: This secure room will accommodate owner provided free-standing shelving on at least two walls. This room shall have a mechanical cipher lockset or card reader access. The room must have floor to deck walls or a drywall ceiling and be located behind the customer service counter.
- J. Public Restroom: One separate restroom for men and women, sized as required by code or for a DMV occupant load of 150 customers at any given time. An ADA water cooler will be positioned adjacent to the restrooms.
- K. Public Unisex Restroom: This ADA compliant single occupancy toilet room is provided for families with small children and to accommodate the infirm and their helpers. This room shall be equipped with a diaper changing station.

- L. Employee Restroom: Provide one men's and one women's single occupancy employee restroom. Both must be ADA compliant. Restrooms must be located behind the customer service area and be accessible to staff only. These restrooms may be shared with BFS staff. (If shared, size accordingly)
  
- M. Wiring Closet: This room will contain the punch down blocks for the telephone lines, the wiring panels and computer controllers, etc. It is important that adequate and appropriate HVAC be provided to this room, or a stand-alone unit must be used. The temperature must be maintained below 85 degrees Fahrenheit. One wall to have 8' x 8'  $\frac{3}{4}$ " painted plywood over the drywall. A location that minimizes the distance of the cable runs is desirable. This function and space can be provided within the storage room as an alternative.
  
- N. Janitor Closet: A janitor's closet will be provided with a mop sink and adequate storage area for equipment and supplies. This room may be shared with other tenants in the building if located outside of the DOT Leased Premises.
  
- O. Mechanical Room: If a separate mechanical system is provided for this tenant, it will be located away from the public customer service area. A shared mechanical space will not be located where it will require a path for access through the DOT Leased Premises.

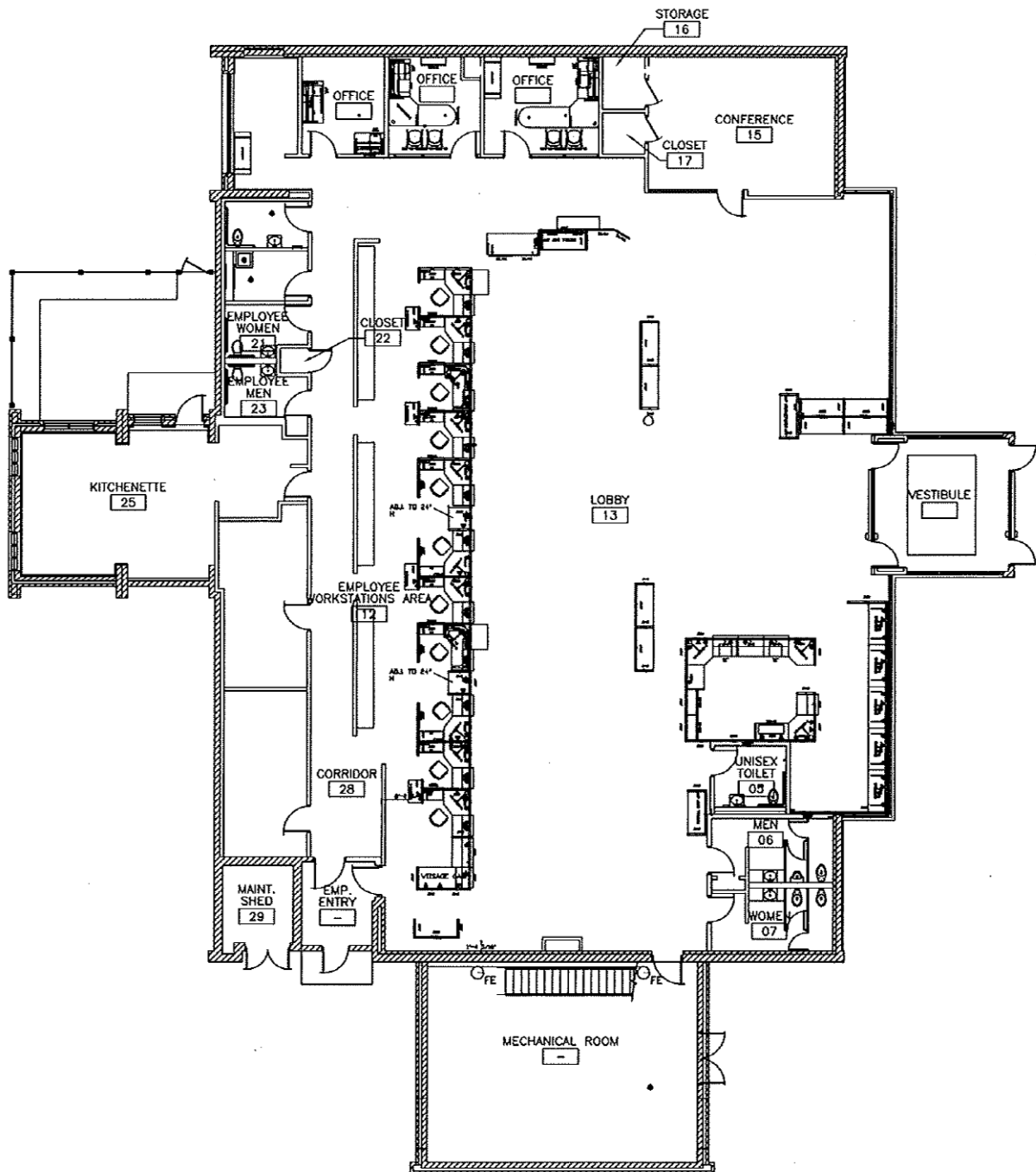
#### **BFS SUMMARIZED ROOM REQUIREMENTS**

- A. Private Offices: The 10' x 12' offices will be adjacent to the general office space.
  
- B. Secure Money Room: This room will be lockable and will have a one-way glass panel in door or peep hole.
  
- C. General Office Space: The general office space will be proportioned to accommodate (6) 8' x 8' owner provided systems furniture cubicles, associated circulation space, file cabinets and a multi-functional copier. The systems furniture will require (2) base or ceiling junction boxes for power and data connections.
  
- D. Conference Room: The conference room will be approximately 15'x20'. It will be directly adjacent to the general office area. It will be equipped with power and data wall outlets. One data and power connection will be provided in the ceiling centered in the room for owner provided projector.
  
- E. Storage/Copy Room: The storage/copy room will be proportioned to accommodate an MFD printer and a countertop with base cabinets on the length of wall opposite the door.
  
- F. Wiring Closet: This room may be combined with the DMV wiring closet (but not if the wiring panel is located within the DMV secure storage room). This room will contain the punch down blocks for the telephone lines, the wiring panels and computer controllers, etc. It is important that adequate and appropriate HVAC be provided to this room, or a stand-alone unit must be used. The temperature must be maintained below 85 degrees Fahrenheit. One wall to have 8' x 8'  $\frac{3}{4}$ " painted plywood over the drywall. A location that minimizes the distance of the cable runs is desirable. This function and space can be provided within the storage room as an alternative.
  
- G. Janitor Closet: A janitor's closet will be provided with a mop sink and adequate storage area for equipment and supplies. This room may be shared with other tenants in the building if located outside of the DOT Leased Premises or shared with the DMV.

## EXHIBIT A – DWD and WisDOT Facility Location Areas



## EXHIBIT B



TYPICAL DMV FLOOR PLAN

## VII. PROPOSER RESPONSE SHEETS

RATE PROPOSAL: Rentable square footage.

### I. SQUARE FOOTAGE: As defined Section III C. 1, Quality and Flexibility of Buildings Design

A) Total useable square feet (does not include common area) \_\_\_\_\_

B) Total rentable square feet (includes common area) \_\_\_\_\_

### II. RATE CALCULATION: Per Rentable square footage

Complete the following: (amounts should be listed as cost per square foot)

A) Base Building Rate \_\_\_\_\_/sq. ft.

1. Net Building Rate included in Base Building Rate \_\_\_\_\_;/sq. ft.

2. Tenant Improvement Rate included in Base Building Rate\* \_\_\_\_\_;/sq. ft.

B) Brokerage Fees, If Any \_\_\_\_\_/sq. ft.

C) Premise Utility Costs (heat, air conditioning, and electrical for lights and outlets) \_\_\_\_\_/sq. ft..

D) Snow Removal/Lawn Mowing Contracts \_\_\_\_\_/sq. ft.

E) Janitorial Services (as per Specs) \_\_\_\_\_/sq. ft.

F) CAM (insurance, full demised Premise maintenance and all other facility costs) \_\_\_\_\_/sq. ft.

G) Real Estate Taxes \_\_\_\_\_

Total Gross Rate Offered Per Rentable Square Foot Per Year

(Sum of A, B, C, D, E, F, and G) \_\_\_\_\_/sq. ft.

\*Tenant Improvement expenses shall be allocated over the initial five (5) year term

### III. TERMS AND CONDITIONS:

A) Annual Escalator on Gross Rate: (preference points will be given to lower rates) \_\_\_\_\_%

B) Length of Lease: Five (5) Years

C) Renewal Option(s): Two (2), five (5)

D) Tenant Access: Prior to the Occupancy Date if Tenant is responsible for data and telephone wiring

E) Tenant Occupancy Date no later than: \_\_\_\_\_

F) Lease Term Begin Date/Rent Commencement Date: \_\_\_\_\_

### IV. SUBMITTED BY:

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Firm Street Address

\_\_\_\_\_  
Firm City, State, Zip

\_\_\_\_\_  
Telephone Number/ Fax Number

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Proposed Street Address

\_\_\_\_\_  
Proposed City, State, Zip



## SCHEDULE I

The Lessor shall furnish to the Lessee during the term of this Lease, as part of the rental consideration, the following:

1. The environmental control system shall maintain a comfortable humidity level and temperatures for an estimated use of 60 hours per week as follows:

### Summer

76 Degrees (+/- 2°)  
50% Humidity Level (+/- 10%)

### Winter

70 Degrees (+/- 2°)  
25% Humidity Level (+/- 5%)

The temperature range during unoccupied times (generally 6 p.m. to 6 a.m.) may be varied by up to +/- 10° of the above temperatures.

2. Provide, maintain and service heating, air conditioning, plumbing and ventilating equipment as per manufacturers and/or installers recommendations.

**Must be compliant with State of Wisconsin Administrative Codes SPS 363 and 364, and ASHRAE 62.1-2004, in addition to all other applicable Federal, State and local codes. Relative to ventilation codes, where SPS 364 and ASHRAE 62.1-2004 conflict, apply SPS 364 to existing HVAC and ASHRAE 62.1-2004 to new HVAC equipment selections ensuring in all circumstances, that HVAC ventilation requirements will always meet or exceed State of Wisconsin Administrative Code SPS 364 minimum guidelines.**

### **Lessor shall meet the following requirements:**

- a. All new HVAC units and equipment installed shall be high-efficiency type; gas-fired heating is required in all new construction.
- b. All rooms shall have sufficient air movement to meet the Wisconsin code for air exchanges and CFM for office space and have adequate zoning to meet:  
Seasonal set points shall be as follows:  
Summer: 76 Degrees (+/- 2 degrees) and humidity of 50% (+/- 10%)  
Winter: 70 Degrees (+/- 2 degrees) and humidity level of 25% (+/-5%)
- c. Provide a fully ducted supply and plenum return HVAC system with adequate zoning.
- d. All new exterior walls and ceilings must meet minimum insulation code requirements.
- e. Provide perimeter heating for exterior walls if required to meet seasonal set-points.
- f. Provide space heating for airlocks and lobbies, if necessary.
- g. All air-handling equipment filters are changed quarterly.
- h. Provide automatic temperature adjustment capability for unoccupied modes.
- i. Provide separate venting/fans for restrooms.
- j. Provide an approved "Test and Balance" report, for newly constructed and /or remodeled space, which is taken and completed after the space is fully occupied and the construction and/or remodeling projects are completed.
- k. Thermostat locations in open office area to be 70" AFF.
- l. Thermostat locations in all enclosed rooms to be above light switch, unless zoning does not allow.
- m. The use of non-tenant adjustable thermostats or locking thermostat covers.

3. Install and maintain fire extinguishers according to any governmental building code and underwriters' (UL) recommendations.
4. Provide safe drinking water with hot and cold running water for restrooms, counter sinks and janitorial facilities. Such drinking water shall meet minimum State of Wisconsin Drinking Water Quality Standards.
5. All areas to have ambient light level of 30 foot-candles throughout the demised area with 50 foot-candles at desktop. Provide a minimum of 20 foot-candles in corridors. Provide a minimum of 1 foot candle security lighting for on-premise parking areas.
6. Provide eleven (11) master keys for entrance doors.
7. At Lessor's cost provide Water and Sewer & Heat and Air conditioning.
8. At Lessor's cost provide electricity for lights and other electrical equipment necessary for operation of the Premises.
9. At Lessor's cost furnish, install and replace during the term of this Lease and any extension thereof, light bulbs, fluorescent tubes, starters, ballasts or transformers.
10. All demised and common areas of the facility and exterior areas, including parking, utilized under this lease, including restrooms and any elevator(s) **must meet all requirements of new construction** for accessibility, health and safety standards in compliance with and in accordance with Wisconsin Administrative Code, Chapters SPS 332, 360 - 365, and the ANSI A117.1. ANSI Regulations will take precedence over Wisconsin Administrative Codes, except when such codes shall be equal to or exceed the ANSI Regulations. All elevators shall meet the Wisconsin Administrative Codes, SPS 318 and SPS 362 and ANSI A117.1.
11. Furnish building occupancy or use permit(s) if required.
12. Furnish all necessary janitorial and maintenance equipment and supplies for restrooms including soap, towels and toilet tissue.
13. JANITORIAL SERVICES Lessor is to provide all services, supplies and equipment required to clean and keep clean all areas of the building, sidewalks, parking areas, and grounds. This includes, but is not limited to, the plowing and removal of snow, ice removal and salting, removal of trash, pest control and the proper disposal of recyclable materials separated by Lessee. Beginning January 1, 1995, proper disposal of materials shall comply with sections 16.15(3) and 287.07 Wis. Stats., which require recycling the following items: aluminum containers, corrugated paper or other container board, foam polystyrene packaging, glass containers, magazines, newspaper, office paper, plastic containers, steel containers, and waste tires. Lessor shall provide a central collection area and separate collection containers as require for the deposit of all such recyclable and non-recyclable waste generated at the leased premises. Lessor further agrees to comply with all applicable municipal recycling requirements adopted under section 287.13, Wis. Stats.

The following is a list of required activities to be performed at least as often as indicated.

While this list may omit some minor activities, it is the intent of this list to promote a building with a High Standard of Cleanliness.

DAILY	WEEKLY	MONTHLY	SEMI-ANNUALLY (Oct & Apr)	ANNUALLY (March or April)	As Needed
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### **Building Exterior, Entrance Lawn & Drip Beds, Parking Lot**

Cigarette sand urns or containers	Clean out & damp wipe
Entrance walkway	Scrape off gum
Entrance walkway, entrance lawn, entrance drip beds	Pick up trash/debris, cigarette butts
Parking Lot, remainder of grounds	Pick up trash/debris, cigarette butts
Trash containers	Empty, replace can liners

X					
					X
X					
	X				
X					

### **Entryway/Vestibule**

Doors and hardware	Clean
Floor (move any fixtures)	Sweep/dust mop & damp mop
Glass up to 7 ft., interior & exterior	Clean
Literature racks, fixtures	Dust
Recessed track-off mat	Vacuum
	Clean out tray (remove mat)

X					
X					
X					
		X			
X					
	X				

### **Public Counters, Reception, Waiting Area, Corridors**

"Serving Customer #" displays	Dust
Back counter, where free of papers	Dust & damp wipe
Carpet	Vacuum
	Spot clean, use remover product
	Edge vacuum
Drinking fountain	Clean, polish, disinfect
End tables, vinyl chairs	Damp wipe & disinfect
Entry walk-off mats	Vacuum
Floor, hard or resilient	Dust & damp mop
	Spray buff

		X			
		X			
X					
X					
		X			
X					
spot clean	X				
X					
X					
	X				

		DAILY	WEEKLY	MONTHLY	SEMI-ANNUALLY (Oct & Apr)	ANNUALLY (March or April)	As Needed
Glass, including interior side of windows	Clean	spot clean		X			
Literature racks, fixtures	Dust			X			
Partitions	Spot clean/spot vacuum						X
Public telephone & cabinet surround	Damp wipe & disinfect	spot clean		X			
Public use counters, written test area, transaction surface at service window	Damp wipe & disinfect	X					
Trash/recyclables containers	Empty, replace liners as needed	X					
	Damp wipe						X
Upholstered furniture	Vacuum	spot clean	X				

**No cleaning of employee work surfaces/areas at reception station and service windows**

**No cleaning of program office equipment; such as, test touch screens, vision testing machines, cameras, copiers, computers, printers**

### **Restrooms**

Air fresheners	Change cartridge & batteries						X
Door hardware (handles, push/pull plates)	Damp wipe & disinfect	X					
Doors, partitions, walls, cabinetry	Damp wipe & disinfect	spot clean		X			
Floor	Sweep/dust mop & damp mop	X					
	Spray buff		X				
Mirrors, fixtures, brightwork, etc.	Clean and polish dry	X					
Paper towel/toilet paper/soap dispensers	Fill	X					
	Damp wipe & disinfect	spot clean		X			
Sinks, countertops	Clean and disinfect	X					
Toilets, urinals, flush valves	Clean and disinfect	X					
	Acid clean/de-scale		X				

Trash containers

Empty, replace liners as needed

Damp wipe

DAILY	WEEKLY	MONTHLY	SEMI-ANNUALLY (Oct & Apr)	ANNUALLY (March or April)	As Needed
X					
					X

## **Conference Rooms**

Carpet

Vacuum

Spot clean, use remover product

Edge vacuum

Glass panels

Clean

Tables, chairs

Damp wipe

Trash/recyclables containers

Empty, replace liners as needed

Damp wipe

Upholstered furniture

Vacuum

	X				
X					
		X			
spot clean		X			
spot clean		X			
X					
					X
spot clean		X			

**No cleaning of whiteboards,  
chalkboards--responsibility of user**

## **Offices, Cubicles, Aisles (not public use areas)**

Carpet

Vacuum

Spot clean, user remover product

Edge vacuum

Glass panels

Clean

Recyclables containers, individual & centralized

Empty, replace liners as needed

Trash containers, centralized

Empty, replace liners as needed

Damp wipe

X					
X					
		X			
spot clean		X			
X					
X					
					X

**No cleaning of furniture,  
telephones, work surfaces in offices  
and cubicles**

**No cleaning of office equipment in  
any area**

		DAILY	WEEK-LY	MONTH-LY	SEMI-ANNUALLY (Oct & Apr)	ANNUALLY (March or April)	As Needed
<b><u>Employee Break Room</u></b>							
Floor	Sweep/dust mop & damp mop	X					
	Spray buff			X			
Paper towel/soap dispensers, if same as restrooms	Fill when half empty						X
	Damp wipe	spot clean		X			
Table tops, countertops, cleared sinks, faucets	Damp wipe & disinfect	X					
Table pedestals, chairs, vending machines, cabinet fronts	Damp wipe	spot clean		X			
Trash/recyclables containers	Empty, replace liners as needed	X					
	Damp wipe	X					

**No cleaning of inside or outside of refrigerator, microwave, coffee pot, dishes**

**Janitor Storage Room, Mechanical Room**

Equipment and supplies--janitorial	Clean and neatly store	X					
Floor	Sweep & damp mop	spot clean	X				
Utility sink	Clean and disinfect	X					

**Building-wide Services**

Air/heating distribution units, supply & return air grilles	Dust & damp wipe			X			
Carpet, entire building (may be separate contract--site specific)	Steam extraction cleaning				X		
Ceiling Fans	Dust					X	
Cobwebs	Remove						X
Doors, walls, cabinetry fronts	Spot clean						X
Fire extinguishers/cabinets, alarm pulls, etc.	Dust			X			
Floors, hard and resilient	Strip & seal					X	

		DAILY	WEEK-LY	MONTH-LY	SEMI- ANNUALLY (Oct & Apr)	ANNUALLY (March or April)	As Needed
Window blinds	Dust and vacuum					X	
Window ledges, wall pictures, wall-mounted & pendant light fixtures	Dust			X			
Window glass & high glass, screens--interior & exterior	Clean					X	

14. Provide signage, including building directory listing, suite identification, and any other Lessor provided signage consistent with others in the Building (this does not include Tenant's own exterior signage.)
15. Provide parking places in adjacent parking area, which is understood by the parties hereto to include 24/7 parking for State-owned vehicles.
16. Provide snow and ice control and removal. Snow and ice will be removed from designated walking surfaces on Lessor controlled parking lots and sidewalks on building grounds by 6:30 AM each working day and 9:00 AM on non-working days. These walk areas shall be maintained in a reasonably slip resistant condition and passable for people with disabilities (i.e. individuals who use walkers, canes, crutches, wheelchairs, etc.). Walking surfaces will be maintained snow and ice free during working hours. Particular attention shall be paid during on-going snowfalls, ice storms or when melting snow and ice re-freezes on walking surfaces. Parking lots shall be cleared within 24 hours of a 2-inch or greater snowfall (or sooner if weather permits).

In the event that the Lessor fails to remove the snow and ice from the leased facility in accordance with the terms of the paragraph above, the Lessee may cause the same to be done and deduct the cost of such snow and ice removal from the rent due the Lessor.

Lessee's removal of snow and ice shall not release Lessor of liability or obligation under the provisions of this lease or any law or regulation.

17. If Lessee exercises the renewal period, Lessor will at Lessor's cost repaint the demised area as needed during the seventh year of occupancy. Lessor will at Lessor's sole cost will re-carpet the demised area at least by the seventh year of occupancy. Lessor is responsible for moving Tenant's furniture and equipment as required for the painting and installation and/or repair of carpeting.
18. In the event the Lessor does not furnish the aforementioned services and items in this Schedule or the demised Premises are untenable for any other reason which is not due to the negligence of the Lessee, the Lessee may provide such services and items at its own expense and deduct these expenses from rental payments, provided Lessee notifies Lessor thirty (30) days in advance of any deduction, and provides an itemized statement listing the services and items not being furnished.
19. Lessor agrees to construct and/or remodel and equip the building in accordance with State and local building codes, in accordance with mutually agreed upon plans attached hereto.

## **Schedule II**

### **CONSTRUCTION REQUIREMENTS**

**The Lessor/contractors shall comply with prevailing wage requirements of Article 103.49 of the Wisconsin Statutes if the cost of construction is greater than \$48,000 for single trade project or greater than \$100,000 for multiple trade projects.**

**GENERAL CONDITIONS** All workmanship shall be done in compliance with standard and accepted trade practice. All regulations of the Federal Government, State of Wisconsin, and the local municipality will be complied with fully. After completion of work, the leased premises will be left in a clean and orderly condition, ready for occupancy. Wherever practical, construction and remodeling will conform to the Division of Facilities Development (DFD) Sustainable Facilities Guidelines and Master Specifications available at:

<http://www.doa.state.wi.us/Divisions/Facilities-Development/Document-Library/Master-Specifications-Design-Guidelines>

#### **1. Ceilings:**

- a. Offices, open office, conference, data/phone closet, reception/waiting areas: acoustical drop ceiling, with 2 x 2 or 2 x 4 x 3/4" grid, drop-in tile, color white, STC 35-39, minimum; NRC 50-60, minimum, light reflectance 75% minimum. Some rooms may require insulation above the dropped ceiling for noise abatement.
- b. All other areas such as restrooms, entrances, service closets, storage rooms, file rooms: may be finished, painted drywall
- c. Finished height: Ideal 8'6" to 9' (minimum of 8' up to 12' maximum). (Room size and open area dependent.)
- d. Attic stock: Provide approximately 4% of ceiling tile

#### **2. Floors: All floors will be level**

- a. Offices, clerical area, conference room, (unless otherwise specified below): Broadloom carpet: 28-30 oz., tufted, min. average tuft bind 10-12 lbs., average FHA density 4500-5599, pile must be ADA compliant.
- b. Restrooms: Ceramic floor tile.
- c. Storage room, data/phone closet, waiting areas, entries, etc.: vinyl tile or sheet goods.
- d. Vestibule/lobby: provide recessed mats similar to DecoGard "Pedimat".
- e. Cove Base: (unless wood or carpet is preferred by Lessor) all spaces, except where ceramic and vinyl flooring is used. (FS SS-W-40, 4" x 1/8" cove base for vinyl.
- f. Lessor will at Lessor's sole cost, repair the carpeting as needed and re-carpet as needed the demised area at least by the seventh year of occupancy if the first 5-year renewal option has been exercised. Lessor is responsible for moving Lessee's furniture and equipment as required for the installation and/or repair of carpeting.



### **3. Walls:**

- a. All new walls to be drywall: one layer 1/2" or 5/8" type X gypsum wallboard applied to each side of 3-5/8" metal or wood studs; with 1" type S drywall screws 8" on center, to vertical edges and 12" on center to intermediate studs. Stagger joints on each side.
- b. All interior walls to be insulated for sound abatement
- c. Typical walls to extend to finished ceiling, but demising, janitor closet, restrooms and secure storage walls to extend to structural deck.
- d. Provide expansion and control joints as necessary
- e. All walls to receive painted finish of sealer coat and two finish coats of semi-gloss or orange peel, eggshell textured finish.
- f. Corner guards: provide 44" guards on all outside corners and columns, color clear or match wall color
- g. Restrooms: Desirable to include 48" wainscoting of ceramic wall tile or other hard washable surface.
- h. Provide touch-up painting after move-in.
- i. Provide 3"-4" hardwood chair rails around perimeter in all offices, clerical area, and conference room at chair back height.
- j. The Lessor will hang/install bulletin boards, pictures, tack strips, chalkboards, screens, etc. as provided by the Tenant.
- k. Lessor will at Lessor's cost repaint the demised area as needed during the seventh year of occupancy if the first 5-year renewal option has been exercised. The Lessor is responsible for moving Lessee's furniture and equipment as required for the painting.

### **4. Doors, door frames, hardware:**

- a. The primary accessible entry doors may require ADA compliant power door operators.
- b. All interior doors: solid core construction, 3'-0" x 6'-8" x 1-3/4", SLC-5 construction (glue-blocked, 5 ply), stained and varnished.
- c. Exterior service doors to be metal: 16 gauge, 2" width, shall be factory painted or 1 coat primer, 2 coats satin enamel. Public entrances to be anodized aluminum and glass storefront. Window frames to be low maintenance alum clad with thermal breaks.
- d. All doors to have appropriate ADA compliant hardware including but not limited to: ADA compliant levers, pulls, panic hardware, compatible latches; kick-plates for restroom and service room doors; wall/floor stops, door silencers; ADA compliant closures for all exterior entrance/exit, suite and restroom doors; passage and/or keyed latch sets as specified, minimum 3 keys per lockset
- e. All solid core doors to be warranted from warps and defects for 1 year from occupancy.

- f. The doors in the offices, clerical area, from the hall into the waiting room and into the conference room, and the main entry door shall have a window or sidelight window.
- 5. Windows:** (It is desirable that at least 10% of the entire area have direct natural lighting. This may be accomplished by using skylights.
- a. All new exterior windows shall be insulated Low-E glass.
  - b. All exterior windows shall have mini-blinds or mesh roller shades.
  - c. Windows may be either fixed or operable.
- 6. Provide, maintain and service heating, air conditioning, plumbing and ventilating equipment as per manufacturers and/or installers recommendations.**

**Must be compliant with State of Wisconsin Administrative Codes SPS 363 and 364, and ASHRAE 62.1-2004, in addition to all other applicable Federal, State and local codes. Relative to ventilation codes, where SPS 364 and ASHRAE 62.1-2004 conflict, apply SPS 364 to existing HVAC and ASHRAE 62.1-2004 to new HVAC equipment selections ensuring in all circumstances, that HVAC ventilation requirements will always meet or exceed State of Wisconsin Administrative Code SPS 364 minimum guidelines.**

**Lessor shall meet the following requirements:**

- a. All new HVAC units and equipment installed shall be high-efficiency type; gas-fired heating is required in all new construction.
- b. All rooms shall have sufficient air movement to meet the Wisconsin code for air exchanges and CFM for office space and have adequate zoning to meet:  
Seasonal set points shall be as follows:  
Summer: 76 Degrees (+/- 2 degrees) and humidity of 50% (+/- 10%)  
Winter: 70 Degrees (+/- 2 degrees) and humidity level of 25% (+/-5%)
- c. Provide a fully ducted supply and plenum return HVAC system with adequate zoning.
- d. All new exterior walls and ceilings must meet minimum insulation code requirements.
- e. Provide perimeter heating for exterior walls if required to meet seasonal set-points.
- f. Provide space heating for airlocks and lobbies, if necessary.
- g. All air-handling equipment filters are changed quarterly.
- h. Provide automatic temperature adjustment capability for unoccupied modes.
- i. Provide separate venting/fans for restrooms.
- j. Provide an approved "Test and Balance" report, for newly constructed and /or remodeled space, which is taken and completed after the space is fully occupied and the construction and/or remodeling projects are completed.
- k. Thermostat locations in open office area to be 70" AFF.

- l. Thermostat locations in all enclosed rooms to be above light switch, unless zoning does not allow.
  - m. The use of non-tenant adjustable thermostats or locking thermostat covers.
7. **Electrical:** All work and materials are to conform in every detail to applicable rules and requirements of the Wisconsin Administrative Code chapter SPS 316, the National Electrical Code (ANSI/NFPA 70), other applicable National Fire Protection Association codes, the National Electrical Safety Code, present manufacturing standards (including NEMA).
- a. Each enclosed room shall have a minimum number of duplex electrical outlets (as required by code) and a minimum of 2 each telephone and data outlets.
  - b. Standard office requirements shall include provisions for copiers, faxes, computers and related equipment, and other standard office equipment.
  - c. Electrical installation shall be everything for an end-to-end installation including all wiring, junction boxes, conduit, grounding, switches, panels, boxes, circuits, switch plates, faceplates, receptacles, etc.
  - d. Conference room shall have sufficient outlets for a refrigerator, microwave, and coffee maker.
8. **Lighting:** All work and materials are to conform in every detail to applicable rules and requirements of the Wisconsin Administrative Code SPS 316, the State Energy Code, SPS Chapter 363 and the National Electrical Code.
- a. All areas to have minimum ambient light level of 30 foot-candles throughout the demised area with 50 foot-candles at desktop. Provide a minimum of 20 foot-candles in corridors.
  - b. Provide 2' x 4' drop-in florescent fixtures. Lamps shall be high-performance T8, F32T8, 5000° K lamps to conform to the specification of the Consortium for Energy Efficiency unless otherwise specified.
  - c. Lamps shall be TLCP requirements for low mercury and all mercury in the product shall be recycled material.
  - d. Prismatic acrylic lenses are acceptable for file storage, data/telephone room, mechanical room, restrooms, waiting area, and halls.
  - e. Provide adequate lighting in restrooms with light fixtures above the sinks.
  - f. Each constructed space to have separate light switch.
  - g. Provide lighting at all exterior entrances/exits.
  - h. Provide adequate security lighting for on premise parking areas.
  - i. Prior to construction, lighting design will be reviewed for approval by Lessee to ensure compliance with tenant requirements.
  - j. Lessor to furnish and install light bulbs, fluorescent tubes, starters, ballasts and transformers required for occupancy. Incandescent light bulbs are prohibited. Compact fluorescent lamp temperature shall be 5000° K with a color rendering index (CRI) at or above 80. Ballasts shall be instant start and conform to CEE Guideline above.
  - k. Occupancy sensors shall be used as much as practical (occupancy sensors shall typically be used for required automatic light shut off instead of central time-clock

controls or central energy management system control). Consider their use in all restrooms, interview rooms, conference rooms, individual offices, and corridors.

**9. Data and Telephone Wiring:**

- a. All outlets to be installed according to approved plan. Each room, as identified will have at least two outlets consisting of 3/4" - 1" conduit in all new walls from above the suspended ceiling and terminating in a 4" x 4" electrical box.
- b. Conduit, raceways or clear paths will be provided from the data/telephone room to the ceiling area of each enclosed room and clerical area to accommodate the data/telephone lines.
- c. Data and telephone wiring shall be furnished and installed by the Lessee.

**10. Cabinetry/Carpentry:** All areas provided must meet minimum standards of ADA compliance.

- a. The break area shall have a 6'-8' counter of standard depth and height with a double basin sink.
- b. Casework will comprise of base cabinets with 2 adjustable shelves with countertops and wall cabinets with one adjustable shelf where indicated. All having laminated fronts, exposed sides, countertop and splashguard.
- c. Provide a coat closet with coat rod and shelf.
- d. Provide a counter of approximately 6' in length with 2 shelves under it in the clerical area.

**11. Plumbing:**

- a. The break area counter(s) shall meet the minimum ADA requirements and must include a sink or sinks with hot/cold running water and a garbage disposal(s).
- b. All rest room fixtures and furnishings will be ADA compliant.
- c. Insulate all under sink lavatory piping in restrooms.
- d. One janitorial sink shall be provided in the mechanical room.
- e. Water will be available if needed for connection to coffee maker and refrigerator in break room.

**12. Accessibility and Security:**

- a. All demised and common areas of the facility and exterior areas, including parking, utilized under this lease, including restrooms and any elevator(s) **must meet all requirements of new construction** for accessibility, health and safety standards in

compliance with and in accordance with Wisconsin Administrative Code, Chapters SPS 332, 360 - 365, and the ANSI A117.1. ANSI A117.1 will take precedence over Wisconsin Administrative Codes, except when such codes shall be equal to or exceed the ANSI Regulations. All elevators shall meet the Wisconsin Administrative Codes, SPS 318 and SPS 362 and the ANSI A117.1.

- b. Provide door locks as required.

**13. Exterior of Building and Landscaping:**

- a. Provide landscape as necessary or required by city ordinance.
- b. Provide sufficient parking spaces. Parking areas to be paved and striped and complying with all Wisconsin Administrative Codes and ANSI A117.1. Include all signage required for accessible parking stalls.
- c. All entrances and exterior doors to be accessible with grade complying with ANSI A117.1 and Wisconsin Admin Code.
- d. Ensure all exterior walls, windows, roof, walkways are in good repair.

**14. Signage:**

- a. Provide and install signage on the exterior of the building and/or parking lot (if allowed by local ordinance) identifying tenants and address which is visible from the main street.
- b. Provide and install ADA compliant directional signage in main entrance and in hallways as necessary to direct clientele to offices, which are not located at the main entrance. Signage to be visible and legible from a 15'-0" distance and well lighted.
- c. Provide and install ADA compliant restroom signage utilizing Grade 2 Braille and pictographs.
- d. Provide and install miscellaneous signage such as Emergency Exit Only, Employees Only, No Admittance, etc.

**15. Fire Protection:**

- a. Provide, hardwire install, and maintain smoke/heat detectors with local fire alarm pull stations, all connected to strobe and audible alarms meeting ADA guidelines, and any other detectors and enunciators if required by any government codes and regulations.
- b. Provide, install, and maintain fire extinguishers as required by all governing codes and regulations and Underwriters Lab (UL) recommendations.

**16. Other Requirements:**

- a. Provide safe drinking water with hot and cold running water for restrooms, counter(s) and janitors sink.

- b. Heat and air conditioning costs
- c. Furnish, install, and replace light bulbs, fluorescent tubes, starters, ballasts or transformers.
- d. Water and sewer costs.
- e. Provide electricity for lights and other electrical equipment necessary for operation of the office.
- f. Furnish building occupancy or use permit if required.

**17. Plans/Submittals:** Prior to commencement of any work, Lessor shall submit to the Department of Administration preliminary plans for review and signature, and provide a copy of the final signed/sealed copy of plans (if required by code). The plan package shall consist of, but not limited to the construction and demolition plans including the following:

- a. Mechanical/HVAC plans
- b. Electrical, data/telephone, and lighting cut sheets
- c. Door and finish schedules
- d. Plumbing plans
- e. Site plans with parking indications
- f. General construction drawings with dimensions.
- g. Cabinetry drawings
- h. Materials list and samples including:
  - 1) Paint and finishes
  - 2) Ceiling
  - 3) Flooring

VIII. SAMPLE GROSS LEASE  
(DOT and DWD will execute  
separate leases.)

**SAMPLE GROSS LEASE**

**THIS LEASE**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20XX, by and between \_\_\_\_\_ (the "Lessor"), whose address is \_\_\_\_\_, and the STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION (the "Lessee");

**WITNESSETH**, the parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. **PREMISES.** Lessor hereby leases to Lessee and Lessee leases from Lessor the following (the "Premises"):

Approximately \_\_\_\_square feet of office space (the "Premises") in Lessor's building (the "Building"), together with all appurtenances and access to common areas, located at \_\_\_\_\_in the City of\_\_\_\_\_, Wisconsin (the "Building"), which Premises are further described on Exhibits A (site plan) & B (floor plan) attached.

2. **USE OF PREMISES.** Except as otherwise authorized in writing by Lessor, Lessee shall use the Premises as space for the Department of \_\_\_\_\_, or such other agency that may be designated by Lessee (collectively, the "Tenant").
3. **TERM.** The lease term hereunder shall begin on \_\_\_\_\_, 20XX and end on \_\_\_\_\_, 20XX. In addition, the Lease includes \_\_\_\_-year renewal options.
  - a) If the actual Commencement Date differs from the stated lease term beginning date, the Lessor and Lessee shall execute a 'letter of addendum' which shall designate the exact Rent Commencement Date/Lease Term Begin Date and the Termination Date of this Lease, such that it shall be a full \_\_\_\_-year term. This Lease term, including renewal options as may have been provided for herein, may be extended under mutually agreeable terms, conditions and rental rate via a letter of addendum.
  - b) Tenant or Tenant's vendors shall have access to Premises prior to rent commencement at no charge in order to:

- i. install cabling for data and phones lines if needed during Lessor's construction period. Exact timing to be determined by Lessor and Tenant once Lessor's construction schedule is finalized. Tenant and/or Tenant's vendors shall not interfere with Lessor's contractor or cause an unreasonable delay to the Lessor's construction schedule; and
- ii. set up the work space in the Premises so Tenant's operations can begin on the Commencement Date/Lease Term Begin Date. Tenant shall have access at least \_\_\_\_ weeks prior to the beginning of the Rent Commencement Date/Lease Term Begin Date for this purpose.

4. **INITIAL TERM RENTAL.** The Lessee shall pay the Lessor rent for the Premises during the first year of the initial \_-year Lease term at the following rate: The sum of \_\_\_\_\_And \_\_/100Dollars (\$\_\_\_\_\_) per annum, in equal monthly installments of \_\_\_\_\_And \_\_/100 Dollars (\$\_\_\_\_\_). The annual rental rate for the first and each subsequent year of the initial term shall be in accordance with the following schedule. Annual increases of \_\_.% shall apply to \_\_\_\_\_.

Initial Term Rental Rate Schedule				
Begin Date	End Date	Office Square Feet	Annual Rent	Monthly Rent



The annual rent throughout the entire lease term, including optional extensions, shall be payable in advance in monthly installments as shown above on the first day of each month, except for the month of July during which the monthly installment is not due until the 15th day. Said rental payments shall be made to Lessor at the address for notices hereinafter set forth.

5. **RENEWAL RENTALS.** Provided that the Lessee is not then in default, this Lease may, at the option of the Lessee, be renewed for \_\_\_\_ successive \_\_\_\_-year periods from and after \_\_\_\_\_ subject to the availability of funds for the payment of rentals, upon the same terms and conditions herein specified, provided written notice be given to Lessor at least \_\_\_\_ days before the Lease would otherwise expire. The annual rental rate for the first and then each subsequent year of the renewal terms, if exercised, shall be in accordance with the following schedule. Annual increases of \_\_\_\_% shall apply to \_\_\_\_\_.

If Exercised, Renewal Rental Rate Schedules				
Begin Date	End Date	Office Square Feet	Annual Rent	Monthly Rent
<b>First Renewal Term</b>				
<b>Second Renewal Term</b>				

Prior to the termination of the initial term of this Lease and all renewal options included herein, Lessor and Lessee may upon mutual consent and agreement negotiate terms and conditions for additional renewal periods.

6. **ASSIGNMENTS, SUBLETTING.** Lessee shall not assign this Lease in any event, and shall not sublet the demised Premises, and will not permit the use of said Premises by anyone other than the Lessee, and the agents, contractors, grantors and grantees, and servants of the Lessee, without prior written approval of the Lessor, which shall not be unreasonably withheld.

7. **COVENANTS OF LESSOR.** Lessor hereby covenants and agrees with Lessee as follows:

- a) Lessor warrants that Lessee shall have quiet use and enjoyment of the Premises; that Lessor has complete interest, right in and title to the Premises so as to enable Lessor to enter into this Lease; and that the Premises is not encumbered in any way so as to hinder or obstruct Lessee's proposed use thereof, including no encumbrance or obstruction due to existing easements, zoning ordinances or building restrictions. Lessor shall obtain a certificate of occupancy or any other authorizations required by local ordinance or regulations prior to Lessee's occupancy.
- b) The Lessor shall duly carry out the various obligations and duties imposed upon it at the time and in the manner called for by this Lease.
- c) Lessor shall furnish during the term of this Lease the goods, services and other items listed on Schedule I attached hereto and incorporated by reference.
- d) Lessor shall be responsible for the costs of all improvements necessary to meet and maintain the standards and specifications set forth in Schedules I and/or II and Exhibits A and/or B. Lessor shall maintain, at Lessor's expense, the Premises so as to comply with all federal, state and local codes applicable to the Premises.

Lessor agrees to complete, at Lessee's sole cost and expense, any reasonable improvements to the Premises which the Lessee requests to improve the health, safety and security of the Premises, which are in excess of code requirements and not required by Schedule I and/or II.

- e) In connection with the performance of work under this Lease, the Lessor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), sexual orientation, or national origin. This provision shall include, but not be limited to, the following:

employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Except with respect to sexual orientation, the Lessor further agrees to take affirmative action to ensure equal employment opportunities. The Lessor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Lessee, setting forth the provisions of the non-discrimination clause.

- f) Lessor is required to provide a written Affirmative Action Plan acceptable under Wisconsin Statutes and Administrative Code if the annual rent is fifty thousand dollars (\$50,000) or more per year and the Lessor employs fifty (50) or more employees. The Lessor must have a plan on file or submit a plan for approval, within fifteen (15) working days after the execution of this Lease, to the Department of Administration, Division of Administrative Services, whose address and phone number are listed at the bottom of the enclosed Form DOA-3269. Instructions and technical assistance in preparing the plan are available from the Department of Administration, Division of Administrative Services and will be forwarded to the Lessor upon presentation of State of Wisconsin Form DOA-3269 attached hereto. Failure to comply with the conditions of this Item may result in the Lease being declared "Null and Void," the Lessor being declared "ineligible," or the withholding of rental payment until such time as the above cited plan is accepted.
- g) The Lessor as part of this Lease certifies that to the best of its knowledge both the Premises and the Building of which the Premises are a part do not contain any asbestos bearing material which is unsafe or which is not encapsulated. If during the Lessee's occupancy of the Premises such asbestos bearing material is found, and the Lessor has been notified by the Lessee that such asbestos bearing material exists, the Lessor shall within fourteen (14) days after receipt of such notice, be required to take such action as may be necessary to encapsulate or remove the asbestos bearing material. Upon determination that unsafe or un-encapsulated asbestos bearing material exists, the Lessee may at its option vacate the Premises until such time as the material has been encapsulated or removed to the satisfaction of the Lessee. If the Lessee vacates the Premises during the encapsulation or removal process, the Lessor shall reimburse the Lessee for

all move related costs. No rent shall accrue to the Lessor during the period of time the Lessee is not in occupancy of the Premises. In the event the Lessor fails to encapsulate or remove the asbestos bearing material within the time specified, this Lease may be cancelled by the Lessee and the Lessor shall thereafter not have any claim against the Lessee on account of the cancellation of this Lease.

- h) The Lessor attests that space covered by this Lease is not owned by a state public official or state employee as defined in section 19.45, Wisconsin Statutes and Chapter ER-MRS 24 of the Wisconsin Administration Code, nor is the Lessor a business in which a state public official or state employee has any ownership, monetary or fiduciary interest.
- i) For the purposes of this Lease, "Hazardous Materials, Substances, or Air Pollutants" shall include, but not be limited to any and all substances, materials, waste, or air pollutants determined currently or in the future as hazardous or capable of posing a risk of injury to health, safety, or property by any Federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree. The Lessor attests that the Premises are free of any hazardous materials, substances, or air pollutants as defined above, and the Lessor will now and forever after the termination of this Lease hold Lessee harmless and indemnify the Lessee from and against any and all claims, liability, damages or costs arising from or due to the presence of hazardous materials, substances, or air pollutants as defined above, except liability resulting from Lessee's use and occupancy of the Premises.

If during the Lessee's occupancy of the Premises such hazardous materials, substances, or air pollutants are found, the Lessor shall as soon as possible after receipt of notice take such action as may be necessary to render the Premises safe.

Upon determination by the Lessee that unsafe hazardous materials, substances, or air pollutants as defined above affecting the Lessee's quiet enjoyment of the Premises exists, the Lessee may vacate the Premises until such time as the hazardous materials, substances, or air pollutants have been repaired or remediated to the satisfaction of the Lessee. If the Lessee vacates the

Premises during the repair or remediation process, the Lessor shall reimburse the Lessee for all related or relocation costs and rent shall abate during the period of time the Lessee is not in occupancy of the Premises. In the event the Lessor fails to repair or remediate the hazardous materials, substances, or air pollutants as soon as practicable as determined by the Lessee, this Lease may by written notice to the Lessor be cancelled by the Lessee and the Lessor shall thereafter not have any claim against the Lessee due to the cancellation of this Lease.

Lessor will immediately advise Lessee in writing of any actions or claims relating to any hazardous materials, substances, or air pollutants on the Premises. If the Lessor has conducted or conducts any testing for hazardous materials, substances, or air pollutants on the Premises before or during the term of the Lease, then the Lessor shall provide a copy of any test results to the Lessee. The Lessee, at its own expense, may also conduct such testing as it deems appropriate on the Premises.

- j) In the event of any water damage to the Premises and/or common areas, Lessor agrees to begin the process of addressing the damage within twelve (12) hours of discovery or notification, and shall cause any water damaged (saturated, water spotted and/or dirty) materials to be dry within forty eight (48) hours of the time of discovery of such damage. If such materials are not completely dry by the end of the 48 hour period, the Lessee may require that the saturated materials (i.e. carpet, drywall, ceiling tiles, etc.) shall be removed from the premises and immediately replaced with new materials of identical quality or better quality.
- k) Lessor agrees to provide prior notification and provision of material safety data sheets (MSDS) if applicable to the Tenant on-site staff when any construction, renovation, maintenance, repairs, remodeling or cleaning work will be done within the building of which the Premises are a part of by the Lessor, contractors or other representative of the Lessor. The project notification and MSDS documents should be provided to the on-site staff no less than five (5) workdays before the anticipated start of the actual work.

- l) The default by Lessor of any covenant or agreement contained in any paragraph or provision of this Lease, shall constitute a material default of the Lease, and shall entitle the Lessee to terminate this lease, PROVIDED, that prior to such termination, the Lessee shall notify the Lessor in writing of the nature of the default and shall grant the Lessor a period of thirty (30) days from the date of service of such notice to remedy or cease such act of default, and upon such remedy or cessation by the Lessor within said thirty (30) days, the Lessee shall waive the right to terminate for such default. In the event the act of default is such that it cannot be remedied within said thirty (30) day period, the Lessee shall waive the right to terminate for such default if corrective actions are commenced within such period and diligently pursued to completion by the Lessor.
- m) Lessor shall be responsible for paying to taxing authority the real estate taxes and any assessments on the Premises.

**8. COVENANTS OF LESSEE.** Lessee hereby covenants and agrees with Lessor as follows:

- a) Lessee does hereby covenant, promise, and agree to pay the rent in the manner hereinbefore specified, and to duly comply with all other provisions of this Lease at the time and in the manner herein provided.
- b) At the expiration of this Lease or any renewal thereof, the Lessee will return the Premises to the Lessor in as good condition as they were at the time the Lessee went into possession, ordinary wear, damage by the elements and fire excepted. It is mutually agreed, in consideration of the rent to be paid and other conditions of this Lease, that the Lessee shall not be responsible for damage to the Premises by fire.
- c) The Lessee's Tenant will not make or permit anyone to make any alterations, improvements or additions in or to the Premises, without the prior written consent of the Department of Administration, as Lessee, and the Lessor.

- d) The default by Lessee (a) If Lessee shall be late in the payment of any rent or any other sum of money payable by Lessee to Lessor and if Lessee shall fail to cure said late payment within (30) days after receipt of notice of said late payment from Lessor, or (b) if Lessee shall be late in the performance or observance of any other agreement or condition in this Lease to be performed or observed and if Lessee shall fail to cure said late performance or observance within thirty (30) days after receipt of notice from Lessor of said late performance or observance (unless Lessee commences to cure said late performance or observance within (30) days after receipt of notice thereof and expedite the curing of the same to completion with due diligence), then, in any of said cases and without waiving any claims for breach of agreement, Lessor may send written notice to Lessee of the termination of the term of this Lease, and, on the fifth (5th) day next following the date of the sending of the notice, the term of this Lease shall terminate, Lessee hereby waiving all rights of redemption.
- e) Lessee agrees that any improvements to the Premises made by Lessor for the benefit of Lessee shall be the property of Lessor. Such improvements exclude any of Lessee's system furniture, conventional furniture and all other Lessee personal property.

9. **INSURANCE.** Lessor agrees to procure and maintain, during the term of this lease, fire and casualty insurance for the building containing the Premises. Lessor also agrees to procure and maintain, during the term of this lease, commercial general liability insurance in the amount of not less than **\$1.0 million each occurrence and \$2.0 million general aggregate**. Under all conditions noted above, general aggregate limits are to apply on a per location basis. In addition, Lessor shall provide upon signing of the lease and thereafter annually, a certificate of insurance to Lessee evidencing such coverage by date of occupancy. When coverage requirements are \$2.0 million or greater, Lessee shall also be named as additional insured. The State of Wisconsin Self-Funded Liability and Property Programs protect the Lessee. Wisconsin Statutes provide funds to pay property and liability claims.
10. **HOLD HARMLESS.** Lessor agrees to protect, indemnify and save the State of Wisconsin harmless from and against any and all claims, and against any and all loss, cost, damage or expense, including



without limitation reasonable attorneys' fees, arising out of any negligent acts of Lessor, its invitees or agents, or any failure of Lessor in any respect to comply with and perform all the requirements and provisions of this Lease.

The Lessee shall provide liability protection for its officers, employees and agents while acting within the scope of their employment. The Lessee further agrees to indemnify and hold harmless the Lessor for any and all liability, including claims, demands, losses, costs, or damages to persons or property arising out of, or in connection with, or occurring in connection with this Lease, where such liability is founded upon or grows out of acts or omissions of any of the Lessee's officers, employees or agents while acting within the scope of their employment, where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.`

11. **MAINTENANCE.** The Lessor shall maintain the Premises in good repair and tenantable condition, and as required by s. 704.07, Wis. Stats., throughout the term of this Lease, except in case of damage arising from a willful act or the negligence of the Lessee's agents or employees. For the purpose of so maintaining the Premises, the Lessor reserves the right at reasonable times to enter and inspect the Premises and to make any necessary repairs thereto.

12. **DAMAGE OR DESTRUCTION.** In the event the Premises are partially damaged or destroyed by fire or other casualty or happening such that Lessee may continue to use a part of the Premises, Lessor shall promptly repair such damage and restore the Premises to its condition immediately prior to said damage or destruction. In such event, the rental and any other obligations of Lessee payable hereunder shall abate proportionally by the ratio that the damaged area bears to the total area of the Premises. Should Lessor fail to complete said restoration within 60 days of the partial damage or destruction, Lessee may terminate this Lease.

In the event the Premises are damaged or destroyed such that Lessee is unable to occupy the Premises (untenantable) without undue hardship and/or disruption of its business, Lessee may elect to terminate this Lease by providing Lessor written notice of such termination within 14 days after such

damage or destruction, and, in that event, all rent and other obligations of the Lessee hereunder shall terminate as of the date of such damage or destruction. In the event the Premises are untenable and Lessee does not elect to terminate this Lease, Lessor shall proceed immediately to rebuild and restore the Premises to its condition immediately prior to said damage or destruction. In the case of Lessee's election not to terminate, all rent and other obligations of the Lessee hereunder shall abate from the date of untenability until the date Lessee retakes possession of the Premises. In the event Lessor fails to complete the restoration within 120 days of the untenability, Lessee may terminate this Agreement.

13. **NOTICES.** Notice in writing referred to herein shall not be construed to mean personal notice, but such notice shall be given in writing, by mail, by depositing the same in the post office or letter-box, in a postpaid envelope, addressed to the Lessor at Lessor's last known address, and such notice shall be deemed to be given at the time when the same shall be thus mailed. Such notices provided hereunder shall be addressed as follows:

If to Lessor: -----  
-----  
-----

Rent sent to: Same as above

If to Lessee: State Leasing Officer  
Wisconsin Department of Administration  
101 E. Wilson Street, 7th Floor  
P.O. Box 7866  
Madison, WI 53707-7866

14. **FUNDING.** The payment of rents under this Lease is subject to the availability of funds that may lawfully be used for such payment. As a result, the Lease does not constitute the contracting of public debt under Article VIII, Section 4 of the Wisconsin Constitution. The continuation of this Lease beyond the limits of the funds already available is contingent upon the future availability of funds to support the payment of rent for the programs housed in the facility covered by this Lease. In the event such

funding is not made available to the program or programs involved, the Lessee may at its option and upon sixty (60) days prior written notice to the Lessor, terminate this Lease. Use beyond the limits of the funds already available is contingent upon the future availability of funds.

15. **RIGHT TO LEASE ADJACENT SPACE.** Lessee may lease any available adjacent space at any time during the term of this Lease or renewal options. Improvements for such space will be of the same nature and quality as that of the space contained herein. Such additional space shall be made available under mutually agreeable terms, conditions, and rental rate as mutually agreed upon. Such additional space may be added to this Lease via a letter of addendum.
16. **BROKERS.** Lessor and Lessee represent and warrant to each other that they have had no dealings with any broker or agent in connection with this Lease, and Lessor agrees to pay and hold Lessee harmless from any claims made by anyone for any compensation, commissions and charges claimed with respect to this Lease or the negotiations thereof.
17. **HOLDING OVER.** If Lessee holds over after the term hereof, with or without the express written consent of Lessor, such tenancy shall be from month to month only, with no renewal hereof or an extension for any further term, and in such case basic monthly rent shall be payable at the rate during the last month of the term hereof. Such month-to-month tenancy shall be subject to every other term, covenant and agreement contained herein.
18. **SUBORDINATION.** This Lease shall be subordinate to any and all mortgages hereafter placed against the Premises by Lessor, provided that any such mortgage (or a separate written agreement, in recordable form, from the mortgagee in favor of and delivered to the Lessee) contains provisions to the effect that, so long as this Lease shall remain in force, in any action to foreclose the mortgage, Lessee will not be made a party defendant, that Lessee's possession of the Premises will not be disturbed and that Lessee's Leasehold estate will not be affected, impaired, or terminated by any such action or proceeding or by any judgment, order, sale or conveyance made or rendered therein or pursuant thereto, so long as (at the time of the commencement of such action or foreclosure proceeding or during the pendency thereof) Lessee is not in default under the terms, covenants, and conditions of this Lease beyond any grace period provided in this Lease for curing same.

19. **FORCE MAJEURE.** In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, war, acts of God, inclement weather, or other reason beyond that party's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

20. **EMINENT DOMAIN.** In the event the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking, and Lessee shall then be released from any liability thereafter accruing under this Lease.

In the event a portion of the Premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by the Lessee, or if the remainder of the property is not one undivided parcel of property, Lessee shall have the right to terminate this Lease as of the date of the taking on giving to Lessor written notice of termination within thirty (30) days after Lessor has notified Lessee in writing that the property has been so appropriated or taken.

In the event of the termination of this Lease by reason of the total or partial taking of the Premises by eminent domain, then in any such condemnation proceedings, Lessor and Lessee shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result of the condemning or taking.

21. **CONSTRUCTION OF IMPROVEMENTS.** On or before the Term Begin Date/Rent Commencement Date, unless such date is extended by mutual written consent, Lessor shall complete or cause to be completed certain building improvements, all as more specifically set forth in Exhibit B (floor plan) and Exhibit C (scope of work) attached hereto and incorporated by reference. In the event that this Lessor's work is not completed by the Commencement Date, or an alternate date mutually agreed to by both parties to this Lease, then Lessee may contract directly for this work, and shall with 30-days' notice to the Lessor, deduct the cost of this work from the next, and any subsequent as needed,

month's rent payment. Lessee, through its authorized agents only, may, at its option, revise said building improvements prior to commencement of construction and request changes during construction, provided, however, that such changes must first be approved by Lessor. The method and amount of payment by Lessee for any increase or decrease in costs, if applicable, resulting from said changes in construction shall be negotiated between the parties and documented in writing at the time of said requested changes. The Lessor/contractors shall comply with prevailing wage requirements by s. 103.49, Wis. Stats., if the cost of construction is greater than \$100,000 and if more than one trade is required to complete the entire project. If a single-trade project, the cost of construction must be \$48,000 or more.

22. **LESSEE COSTS.** Lessee shall be responsible for the monthly phone and data costs for the Premises.
23. **CAPTIONS.** The item captions contained herein are for convenience only and do not define, limit, or construe the contents of such items, paragraphs, or sections.
24. **AUTHORIZATION, BINDING EFFECT.** This Lease, together with all amending instructions subsequent thereto (collectively, the "Lease"), is not valid or effective for any purpose until approved by the Governor or his delegate, the Secretary of the Department of Administration, and no work is authorized until the Lease is fully executed.
25. **WAIVER.** The rights and remedies of either party under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by either party of any breach or breaches, default or defaults, of the other party hereunder shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.
26. **CHOICE OF LAW.** This Lease shall be governed by and construed and interpreted in accordance with the laws of the State of Wisconsin.
27. **EXECUTED LEASE.** This Lease when fully executed shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first above written or the date of the last signature below, whichever is later.

LESSOR:

\_\_\_\_\_

In presence of:

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Printed Name, Title

Dated: \_\_\_\_\_

LESSEE:

State of Wisconsin

By: \_\_\_\_\_

CHRIS SCHOENHERR  
DEPUTY SECRETARY  
DEPARTMENT OF ADMINISTRATION

Dated: \_\_\_\_\_